

TYRRELL INVESTMENTS, INC.

Reply to Attachment B -- Information Request

1. No
2. I was a stockholder and president of Hawkeye Castings, Inc. Hawkeye Castings, Inc. contracted to sell assets to Sam and Shirley dba Landco, Inc. and Hurtco, Inc. A part of the agreement involved Hawkeye Castings, Inc. changing its name to Tyrrell Investments, Inc. This took place effective October 1, 1997. Hurtco, Inc. is now Hawkeye Castings, Inc.
3. Tax returns for Hawkeye Castings, Inc. for the years ending 9/30 for 1995, 1996, and 1997 are enclosed
4. Sales agreement is enclosed.
5. Attachment C has been completed.



R00087692
RCRA Records Center

REC'D DEC 15 1997

(COPY) ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") dated September ^{JT S.H.} 30, 1997 by and between HurtCo, Inc., (Buyer) and LandCo of Manchester, L.C. (Land Buyer), collectively referred to as "Buyers," and Hawkeye Castings, Inc. (Seller).

WHEREAS, Hawkeye Castings, Inc. has for many years heretofore conducted a metal casting business in Manchester, Iowa under the name and style of "Hawkeye Castings, Inc." and has recently changed its name to Tyrrell Investments, Inc., effective October 1, 1997 at 8:00 o'clock A.M., for the purpose of permitting the Buyer hereunder to be incorporated and conduct its business under the name and style of "Hawkeye Castings, Inc." thereafter even though it be, in fact, a new and separate entity; and

WHEREAS, HurtCo, Inc., the Buyer hereunder, desires to purchase certain assets of Hawkeye Castings, Inc., the Seller hereunder, under the terms and conditions hereof and Hawkeye Castings, Inc. desires to sell its described assets under the terms and conditions hereof. Now therefore

WITNESSETH:

In consideration of the promises and covenants herein contained, the parties hereto mutually agree as follows:

1. The Seller shall sell and the indicated Buyers shall buy the following assets of the Seller free and clear of all liens, charges and encumbrances whatsoever:

a. Land Buyer: Land and buildings, together with all improvements and appurtenances pertaining thereto, the terms and conditions of such sale and purchase to be set forth in a separate land contract;

b. Buyer: All machinery, equipment and tools used in the operation of the Seller's casting business ~~including but not limited to those items set forth on Exhibit A, JT S.H.~~ attached hereto, together with all equipment, furniture and furnishings;

c. Buyer: All of Seller's intangibles pertaining to its casting business including but not limited to purchase and sales orders, trademarks, trade names, trade secrets, licenses, permits, customer lists, copyrights, business records, corporate name, telephone numbers, patents, work orders, and good will;

2. The following assets are specifically excluded from this sale and constitute none of the consideration herefor:

a. Cash on hand and in bank accounts as of closing;

- b. Marketable securities;
- c. Accounts receivable; and
- d. Seller's corporate records including minute book, stock records, financial accounting and tax records;
- e. All work in progress and finished casting in inventory;
- f. Prepaid expenses.

3. The Buyers shall assume no liabilities of the Seller of whatever kind or nature.

4. The Buyers shall pay the Seller for the all of the assets purchased hereunder, including the land and building [Item 1(a), above], the sum of \$500,000.00. \$200,000.00 of such purchase price shall be paid in the time and manner set forth in the land contract referred to in said Item 1(a) and the balance of the purchase price, \$300,000.00, shall be payable in the following fashion:

- a. \$60,000.00 on the execution hereof, receipt of which is hereby acknowledged, and which sum has been paid in the fashion, viz: \$50, 000.00 "earnest money" paid on or about April 2, 1997 and \$10,000.00 paid herewith. 10-1-97, JT S.A.
- b. 35% of Buyer's net profit for the calendar year 1997 which shall be paid in cash forthwith upon the determination thereof, determined in accordance with generally accepted accounting principles.
- c. The present unpaid balance of the purchase price, \$240,000.00, prior to the payment set forth in subparagraph (b), above, in 180 monthly amortized payments with 9 percent interest from October 1, 1997, commencing November 1, 1997. At such time as the amount to the payment set forth in subparagraph (b), above, is determined and made, the remaining monthly amortized payments shall be recalculated based upon the principal amount then unpaid and the number of months of the 180 months remaining and such recalculated monthly amount shall be paid thereafter.
- d. The Buyer may prepay the contract balance or any portion thereof at any time or times.
- e. The unpaid balance of the unpaid purchase price as of the execution hereof, \$240,000.00, may be evidenced by a promissory note of the Buyer at the request of the Seller.

5. The total purchase price shall be allocated as follows:

a. Land and Buildings: \$200,00.00;

b. Machinery, Equipment and Tools \$175,850.00; and

c. Good will and intangibles: \$124,150.00.

6. In addition to the above, Buyer shall purchase ^{JT S.H.} ~~the~~ inventory of Seller's metal and foundry supplies and office supplies at their cost or value, whichever is less, as of the close of business, October 31, 1997, (such items to be inventoried and valued and affixed hereto as an addendum) and shall pay therefor in the following manner and fashion:

a. Buyer shall report to Seller on the first business day of each month hereafter commencing with November 3rd, 1997, the items and amount of such items used by the Buyer during the preceding month and shall pay the Seller therefor on or before the 10th day of such month, together with interest at the rate of one (1) percent of the amount of such inventory unpaid at the beginning of such month, until all of such inventory has been used, including replacements thereof as provided in subparagraph (b), below, and paid for.

b. Seller and its successors shall, during the term of this Agreement, at the request and direction of the Buyer, replenish the metal inventory from time to time, at its expense. Buyer may, at its discretion, to facilitate its business and to insure an adequate and continuous metal inventory, order such metal inventory as it reasonably anticipates will be needed from suppliers in the name of the Seller to be invoiced to the Seller.

7. Notwithstanding any provisions of the law or provisions herein, Seller will continue to be responsible to correct and comply with any environmental laws or regulations and the requirements of the Environmental Protection Agency, Department of Natural Resources, or other environmental agency, concerning the real estate being purchased for the Seller and the operation of the Seller's business caused, incurred or attributable in whole or in part to the operation of the Seller's business prior to October 1, 1997. Seller shall pay or reimburse Buyers for any fines, assessments, costs, remedial and corrective and other expenses, including but not limited to attorney fees and court costs, that may be levied or assessed on account thereof. Seller and John E. Tyrrell shall indemnify and hold Buyers safe and harmless from such costs and expenses. If not so paid, Buyers may pay the same and deduct any such amounts from the payments due Seller hereunder and under said land contract.

8. During the term of this Agreement, neither the Seller nor its president, John E. Tyrrell, shall compete, directly or indirectly, or have any interest of any kind or nature in any business or company that competes with the casting business of the Buyer any place within 100 miles of Manchester, Iowa.

9. The Seller represents and warrants that it has full and proper corporate authority to enter into this Agreement; that all corporate action necessary for the execution and performance of this Agreement has been duly taken; that it has good and marketable title to all of its assets to be sold hereunder; that there are no claims, liens or security interests against or in any of such assets; and that all financing statements, tax returns, and other information furnished and given to the Buyers concerning the Seller and its business are true, complete and correct.

10. Seller shall immediately and forthwith take all necessary corporate action to change its corporate name so that Buyer may use the same as its corporate name. Until such time as Seller's name has been formally changed, Buyer may continue to conduct business under Seller's name. After Seller has formally changed its name, Buyer may then use Seller's name, Hawkeye Castings, Inc. or any variation thereof, as its corporate name or the name under which it does business.

11. The execution of this Agreement by John E. Tyrrell is for the purpose of evidencing and enforcing compliance with the personal provisions and obligations of Paragraphs 7 and 8 of this Agreement.

12. The closing time and date shall be at 2 o'clock P.M., September 30, 1997, at Seller's place of business in Manchester, Iowa, or as otherwise agreed to by the parties.

In Witness Whereof, this Agreement has been signed and dated as first set forth above.

SELLER: Hawkeye Castings, Inc.

by _____
John E. Tyrrell, individually and as
President of Hawkeye Castings, Inc.

BUYERS: HurtCo, Inc.

by _____
Samuel R. Hurt, President

LandCo of Manchester, L.C.

by _____
Samuel R. Hurt, Manager



REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between

(copy)

XXXXXXXXXXXXXXXXXXXX

XX Ilawkeye Castings, Inc.

_____, ("Sellers"), and LandCo of Manchester, L.C.

_____, ("Buyers")

Sellers agree to sell and Buyers agree to buy real estate in Delaware
County, Iowa, described as:

See attached Exhibit 'A'

with any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances; b. any covenants of record; c. any easements of record for public utilities, roads and highways; and d. (consider: liens; mineral rights; other easements; interests of others.) None

(the "Real Estate"), upon the following terms.

1. **PRICE.** The total purchase price for the Real Estate is

Two Hundred Thousand

Dollars (\$ 200,000.00)

of which Forty Thousand

Dollars (\$ 40,000.00)

has been paid. Buyers shall pay the balance to Sellers at Manchester, Iowa

directed by Sellers, as follows:

in 180 amortized monthly payments with 9 percent interest

\$160,000.00 ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

commencing on November 1, 1998.

Buyer shall have complete prepayment privileges.

2. **INTEREST.** Buyers shall pay interest from October 1, 1997

JT SH

on the unpaid balance, at

the rate of nine (9) percent per annum, payable annually, monthly.

Buyers shall also pay interest at the rate of -12- percent per annum on all delinquent amounts and any sum reasonably advanced by Sellers to protect their interest in this contract, computed from the date of the delinquency or advance.

3. **REAL ESTATE TAXES.** Sellers shall pay

One-half of the installment of the real estate taxes

due and payable in September, 1998.

and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
~~real estate taxes on the Real Estate shall be based upon such taxes for the year 1997, payable unless the parties state~~
~~otherwise.~~

4. **SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of this contract.

All other special assessments shall be paid by Buyers.

5. **POSSESSION.** Sellers shall give Buyers possession of the Real Estate on October 1, 1997, provided Buyers are not in default under this contract.

6. **INSURANCE.** Sellers shall maintain existing insurance upon the Real Estate until the date of possession. Buyers shall accept insurance proceeds instead of Sellers replacing or repairing damaged improvements. After possession and until full payment of the purchase price, Buyers shall keep the improvements on the Real Estate insured against loss by fire, tornado, and extended coverage for a sum not less than 80 percent of full insurable value payable to the Sellers and Buyers as their interests may appear. Buyers shall provide Sellers with evidence of such insurance.

7. ABSTRACT AND TITLE. Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of this contract on or before Nov. 1, 1997 and deliver it to Buyers for examination. It shall show merchantable title in Sellers in or conformity with this contract, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the purchase price is paid in full, however, Buyers reserve the right to occasionally use the abstract prior to full payment of the purchase price. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.

8. FIXTURES. All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items) none

9. CARE OF PROPERTY. Buyers shall take good care of the property; shall keep the buildings and other improvements now or later placed on the Real Estate in good and reasonable repair and shall not injure, destroy or remove the property during the term of this contract. Buyers shall not make any material alteration to the Real Estate without the written consent of the Sellers.

10. DEED. Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by general warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of Sellers continuing up to time of delivery of the deed.

11. REMEDIES OF THE PARTIES. a. If Buyers fail to timely perform this contract, Sellers may, at Sellers' option, forfeit Buyers' rights in this contract as provided in the Iowa Code, and all payments made by Buyers shall be forfeited. If Buyers fail to timely perform this contract, Sellers, at their option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654, The Code. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the property and of the revenue and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Buyers only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation.

It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this contract and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Sellers, in such action files an election to waive any deficiency judgment against Buyers which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Buyers, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Sellers in such action file an election to waive any deficiency judgment against Buyers or their successor in interest in such action. If the redemption period is so reduced, Buyers or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

b. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and have all payments made returned to them.

c. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

d. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Sellers, immediately preceding this contract, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full right of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 10.

13. JOINDER BY SELLER'S SPOUSE. Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed for this purpose.

14. TIME IS OF THE ESSENCE. Time is of the essence in this contract.

15. PERSONAL PROPERTY. If this contract includes the sale of any personal property, Buyers grant the Sellers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sellers.

16. CONSTRUCTION. Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

17. ADDITIONAL PROVISIONS.

(a) The price shall be allocated \$40,000.00 to land and \$160,000.00 to improvement.

Dated: September, 19 97

LandCo of Manchester, L.C.

Hawkeye Castings, Inc.

By Samuel R. Hurt, Member **BUYERS**

By John E. Tyrrell, President **SELLERS**

STATE OF Iowa, COUNTY OF Delaware

On this 19 97 day of September, 19 97, before me, the undersigned, a Notary Public in and for said State, personally appeared this instrument was acknowledged by John E. Tyrrell as
XXXXXXXXXXXX President of Hawkeye Castings, Inc. and
Samuel R. Hurt as a member of LandCo of Manchester, L.C.

~~to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.~~

_____, Notary Public in and for Said State.

EXHIBIT 'A'

The following described real estate situated in Delaware County, Iowa, to wit:

Lot One of Lot Thirteen and the South 222.8 feet of Lot Twelve, all in the subdivision of Section Thirty Two, Township Eighty Nine North, Range Five West of the Fifth P.M. and containing 5.873 acres. The same being that part of Section Thirty Two, Township Eighty Nine North, Range Five laying between the Illinois Central Railroad and the Delhi-Independence state road in Delaware County, Iowa.

Also described as follows:

The North twenty seven and two-tenths (27.2) feet of that part of Lot Thirteen (13) lying East of railroad right of way, and the South two hundred twenty two and eight-tenths (222.8) feet of that part of Lot Twelve (12) lying East of railroad right of way, all of the subdivision of the East three fourths of the South one half of Section Thirty Two (32), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., Delaware County, Iowa.

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Attachment C

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

State of Iowa

County of DELAWARE

I certify under penalty of law that I personally examined and am familiar with the information submitted in this document (response to EPA Request for Information) and all documents submitted herewith, and that based upon my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

JOHN E. TYRRELL
NAME (print or type)

PRESIDENT
TITLE (print or type)

John E. Tyrrell
SIGNATURE

Sworn to before me on this 11th day of Dec., 1997

Debra A. Ratzlaff
NOTARY PUBLIC
My Commission Expires: 2-25-00





No. W00160983
Date: 09/30/1997

SECRETARY OF STATE

490 DP-000018132

TYRRELL INVESTMENTS, INC.

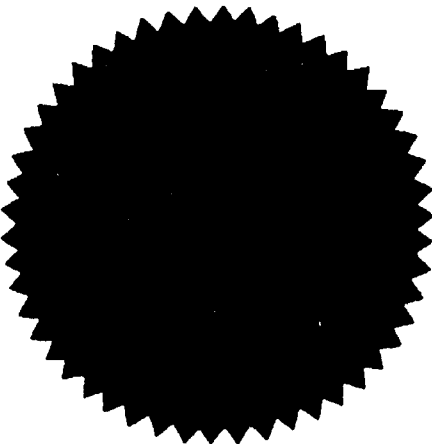
ACKNOWLEDGMENT OF DOCUMENT FILED

The Secretary of State acknowledges receipt of the following document:

Articles of Amendment

The document was filed on September 29, 1997, at 02:41 PM, to be effective as of October 1, 1997, at 08:00 AM.

The amount of \$50.00 was received in full payment of the filing fee.



A handwritten signature in cursive script, reading "Paul D. Pate", written over a horizontal line.

SECRETARY OF STATE



Printed on
Recycled Paper

ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION
OF

HAWKEYE CASTINGS, INC.

TO THE SECRETARY OF STATE OF THE STATE OF IOWA:

Pursuant to the provisions of Section 1006 of the Iowa Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation.

- I. The name of the corporation is Hawkeye Castings, Inc.
- II. The following amendment of the Articles of Incorporation was adopted by the shareholders of the corporation on September 3, 1997, in the manner prescribed by the Iowa Business Corporation Act: The name of the corporation is hereby changed from Hawkeye Castings, Inc. to Tyrrell Investments, Inc.
- III. The number of shares of the corporation outstanding at the time of such adoption was 20000; and the number of shares entitled to vote thereon was 20000.
- IV. All of the outstanding stock of the corporation is of one class; and therefore all of the outstanding shares of the stock of the corporation were entitled to vote upon the said amendment.
- V. The number of shares voted for such amendment was 20000, and the number of shares voted against such amendment was nil.
- VI. There was no voting by classes of stock on the said amendment, all of the outstanding shares being of one class, and all of the outstanding shares of the stock of the corporation were voted for said amendment.

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9/29/97 DE 7502 CORP \$50.00

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VII. The manner if not set forth in such amendment, in which an exchange, reclassification, or cancellation of issued shares provided for in the amendment shall be affected, is as follows: No change.

VIII. The manner in which such amendment effects a change in the amount of stated capital, and the amount of stated capital is changed by such amendment, are as follows: No change.

IX. The effective date and time of this document is October 1, 1997, at 8:00 o'clock A.M.

HAWKEYE CASTINGS, INC.

(being changed to TYRRILL
INVESTMENTS, INC.)

By John Tyrnell
Its President

By John Tyrnell
Its Secretary

FILED
IOWA
SECRETARY OF STATE

9-29-97

2:41 PM

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